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10/661,999

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Ming-Fang Tsai

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EXAMINER

ERB, NATHAN

ART UNIT

PAPER NUMBER

3628

MAIL DATE

DELIVERY MODE

09/25/2007

PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

Application No.

10/661,999

Applicant(s)

TSAI, MING-FANG

Examiner

Nathan Erb

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 28 June 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-7 and 9 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-7 and 9 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

**DETAILED ACTION**

***Response to Arguments***

1. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.
2. Applicant's response to Office action was received on June 28, 2007.
3. In response to applicant's amendment of the claims, all of the claim rejections under 35 U.S.C. 112, second paragraph, from the previous Office action are hereby withdrawn.
4. The rejections of claims 5-7 under 35 U.S.C. 101 are hereby withdrawn.
5. In response to applicant's amendment of the claims, the rejection of claim 9 under 35 U.S.C. 101 is hereby withdrawn.
6. In response to applicant's amendment of the claims, the corresponding claim rejections below in this Office action have been correspondingly amended.
7. Regarding applicant's arguments with respect to the prior art rejections of the claims, applicant first argues that Hare et al. fails to disclose "a standard price confirming module for confirming a standard price of each product, wherein the standard price is an average price of each channel product, and the standard price confirming module comprises a standard price calculating sub-module for calculating the standard price of the channel product according to the information on channel products and contracts and the preset formulas stored in the database." Examiner disagrees. First of all, in interpreting these claims, it is necessary to set forth what is meant by some of the terms in the claims by referring to the applicant's specification. According to applicant's specification, amended paragraph [0014], "Channel products means products sold through sales and trade channels." Hare et al., column 5, lines 6-10, states: "The multiple levels

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of sourcing enable buyers to search, find, select, compare and purchase on-contract and off-contract items from a supplier community in a quick, easy and consistent manner through the buyers' procurement applications." Therefore, the invention of Hare et al. relates to selling items through sales and trade channels, and the products in Hare et al. are channel products. Second, the above claim limitation establishes a standard price as an average price of a channel product. Hare et al., column 13, line 63, through column 14, line 10, states: "The transformed product data preferably include a plurality of base attributes or fields and a plurality of extended attributes or fields. For each product, the base attributes preferably include the supplier part number, category, product name (short description), product description (long description), currency, list price, product unit of measure, quantity per unit of measure, manufacturer's name, manufacturer's part number, dimensions, UPC, product weight, product unit of weight, freight included in price, trade name, hazardous material, attachment file name, supplier source description, product effective date, product end date, replacement part number, industrial part number, OEM effective date, OEM end date, accept flag, item type, (i.e., THOMAS REGISTER of American Manufactures<sup>SM</sup>) TR heading and status." This passage sets forth that Hare et al. presents prices to users, in the form of list prices. Hare et al., column 17, lines 6-9, states: "It should be appreciated that each product in the general catalog includes a base price which is preferably defaulted to the list price in the master catalog 21a unless the supplier changes the price." This passage sets forth that price in Hare et al. may default to list price where there is no other price to be quoted for a product. In such a case, the price of a product will always be the same, the list price; therefore, the average price of the product would also be equal to the list price, and when the list price is quoted in such a situation, a standard price is thus being quoted.

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When the standard price is being determined, it is being calculated because some sort of mathematical algorithm in the computer program is being used to make the determination, even if that mathematical algorithm is simply a simple equation setting standard price equal to list price. The above passages set forth that standard price can be calculated from channel product information (for example, list prices) stored in the system. That same system also stores information on contracts (see Hare et al., column 5, lines 12-15: "For on-contract sourcing, the present invention enables buyers and suppliers to create, negotiate, review, edit (to the extent provided below), enter into, search and track contracts for the purchase of designated products") and preset formulas (see Hare et al., column 17, lines 6-9: "It should be appreciated that each product in the general catalog includes a base price which is preferably defaulted to the list price in the master catalog 21a unless the supplier changes the price"). The system stores information in databases (see Hare et al., Figure 1). Since the invention of Hare et al. calculates standard prices of channel products from information on channel products, the invention of Hare et al. can be said to calculate standard prices of channel products from information on channel products, contracts, and preset formulas. Finally, Hare et al. makes it clear that its invention can be accomplished using software (see, for example, Hare et al., column 11, lines 49-52: "The system of the present invention preferably provides or includes an open, distributed, object-oriented component-based, n-tier client/server architecture using technology standards such as Java, Javascript, XML, EJB, etc."). Therefore, Hare et al. does indeed disclose "a standard price confirming module for confirming a standard price of each product, wherein the standard price is an average price of each channel product, and the standard price confirming module comprises a standard price calculating sub-module for calculating the standard price of the channel product

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according to the information on channel products and contracts and the preset formulas stored in the database,” and applicant’s arguments are not persuasive with respect to this issue.

8. Applicant next argues that Hare et al. fails to disclose “a quoted price confirming module for comparing the standard price and the contract price of the product and confirming a quoted price.” Examiner disagrees. It was established above in this Office action that Hare et al. reports prices, including standard prices. Hare et al., column 5, lines 6-10, states: “The multiple levels of sourcing enable buyers to search, find, select, compare and purchase on-contract and off-contract items from a supplier community in a quick, easy and consistent manner through the buyers’ procurement applications.” Therefore, Hare et al. also reports contract price and allows contract prices to be compared to non-contract prices. Since applicant’s invention treats standard prices as alternative prices to contract prices, the non-contract prices of Hare et al. may be characterized as standard prices. Therefore, the invention of Hare et al. allows for the comparison of contract prices and standard prices. In addition, note Hare et al., column 25, lines 55-67, which states: “The present invention preferably provides a price check verification to prevent a requisitioner from purchasing a product through the off-contract sourcing which is available to the requisitioner in a contract source. Prior to sending any requisition back to the buyer’s procurement application, the system preferably checks all of the items in the requisitioner’s requisition and verifies that none of the items are present or under a contract in the on-contracting sourcing application. If the items are present in the on-contracting source application, the system preferably automatically changes those items to the on-contract sourcing application so that the negotiated price and other terms for the product will apply such items.” Therefore, the system of Hare et al. must compare on-contract and off-contract (that is, standard)

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prices when generating a quotation in that the system must decide whether on-contract or off-contract price applies to a given quotation request. The use of software in Hare et al. was discussed above in this Office action. Therefore, Hare et al. does indeed disclose "a quoted price confirming module for comparing the standard price and the contract price of the product and confirming a quoted price," and applicant's arguments are not persuasive with respect to this issue.

9. Applicant next argues that Hare et al. fails to disclose "a quotation generating module for generating a quotation, transmitting the quotation to a customer, and storing the quotation in the database." From the above discussion, it has already been demonstrated that the invention of Hare et al. generates prices for purchases (that is, quotations) upon request for customers. Hare et al., column 8, lines 54-56, states: "The plurality of suppliers 12 and buyers 14 preferably access the marketplace through the Internet (or through their own intranets)." Therefore, the quotations are transmitted to customers via the Internet. The use of software in Hare et al. was discussed above in this Office action. Finally, it is established by the above discussion and Figure 1 of Hare et al. that the data of Hare et al. are stored in databases. Therefore, Hare et al. does indeed disclose "a quotation generating module for generating a quotation, transmitting the quotation to a customer, and storing the quotation in the database," and applicant's arguments are not persuasive with respect to this issue.

10. For further details on the rejections, see the actual rejections in this Office action below.

***Claim Rejections - 35 USC § 102***

11. Claims 1-7 and 9 are rejected under 35 U.S.C. 102(e) as being anticipated by Hare et al., U.S. Patent No. 6,850,900 B1.

As per **Claim 1**, Hare et al. discloses:

- a system for management of quotations (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; buyers can view product information which includes prices);

- a database for storing information on channel products and contracts, preset formulas, and quotations (Figure 1; column 4, line 47, through column 6, line 10; column 9, lines 26-61; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; column 27, lines 1-12; computer system is capable of generating correct prices [quotations]; the procedure to generate a price would be a formula; prices can be preset);

- an application server for receiving input information, processing the information, and generating quotations (column 4, line 47, through column 6, line 10; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; buyers can access and view product information which includes prices);

- the application server comprising an information maintaining module for adding, modifying, searching, and deleting information on channel products and contracts stored in the database (Figure 1; column 4, line 47, through column 6, line 10; column 9, lines 26-61; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; column 27, lines 1-12; information regarding products and contracts can be retrieved and modified);



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- a standard price confirming module for confirming a standard price of each product, wherein the standard price is an average price of each channel product (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; standard price corresponds to non-contract price; reference provides prices for both contract and non-contract items; an item may be defined as having a set default price, which would be equal to an average price for that item, where there are no other pricing rules defined for that item);

- the standard price confirming module comprises a standard price calculating sub-module for calculating the standard price of the channel product according to the information on channel products and contracts and the preset formulas stored in the database (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 25, lines 54-67; column 27, lines 1-12);

- a contract price confirming module for confirming a contract price of each product, wherein the contract price is an average price of each contract product (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; reference provides prices for both contract and non-contract items; an item may be defined as having a set price, which would be equal to an average price for that item, where there are no other pricing rules defined for that item);

- a quoted price confirming module for comparing the standard price and the contract price of the product and confirming a quoted price (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 22, lines 34-47; column 25, lines 54-67; standard price corresponds to non-contract price; buyers can view product information which

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includes prices; buyers can compare prices for on-contract and off-contract items; system must compare on-contract and off-contract prices when generating a quotation in that the system must decide whether on-contract or off-contract price applies to a given quotation request);

- a quotation generating module for generating a quotation, transmitting the quotation to a customer and storing the quotation in the database (Figure 1; column 4, line 47, through column 6, line 10; column 9, lines 26-61; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; column 27, lines 1-12; buyers can view product information which includes prices; item information, such as prices, are stored in system databases);

- a plurality of client computers for providing interfaces for users to maintain information (Figure 1; column 11, line 49, through column 12, line 34; column 14, line 59, through column 15, line 10; client/server architecture; for example, supplier information is maintained via updates).

As per **Claim 2**, Hare et al. further discloses wherein the information maintaining module comprises: a channel product information maintaining sub-module for adding, modifying, searching, and deleting information in a channel product information table stored in the database; and a contract information maintaining sub-module for adding, modifying, searching, and deleting information in a contract information table stored in the database (Figure 1; column 4, line 47, through column 6, line 10; column 6, lines 49-67; column 9, lines 26-61; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 18, line 66, through column 19,

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line 19; column 25, lines 54-67; column 27, lines 1-12; information regarding products and contracts can be retrieved and modified).

As per **Claim 3**, Hare et al. further discloses wherein the standard price confirming module further comprises a channel price searching sub-module for searching for a channel price of a product (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 25, lines 54-67; column 27, lines 1-12).

As per **Claims 4**, Hare et al. further discloses wherein the contract price confirming module comprises: a customer contract searching sub-module for searching the contract price of a product stored in the database; and a contract price calculating sub-module for calculating the average price of the contract product according to the information stored in the database and storing the contract price of the product in the database (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 22, lines 33-47; column 25, lines 54-67).

As per **Claims 5 and 9**, Hare et al. discloses:

- a method for management of quotations (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; buyers can view product information which includes prices);

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- maintaining information on channel products and contracts (Figure 1; column 4, line 47, through column 6, line 10; column 6, lines 49-67; column 9, lines 26-61; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 18, line 66, through column 19, line 19; column 25, lines 54-67; column 27, lines 1-12; information regarding products and contracts can be retrieved and modified);

- determining whether there are any relevant contracts relating to a particular customer stored in a database (Figure 1; column 18, lines 33-48; column 25, lines 54-67);

- confirming a standard price for each channel product and calculating the standard price if there are no contracts relating to the customer stored in the database (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; buyers can view product information which includes prices; standard price corresponds to non-contract price; an item may be defined as having a set default price);

- confirming a contract price for each product if there are one or more contracts relating to the customer stored in the database (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 18, lines 33-48; column 25, lines 54-67; buyers can view product information which includes prices);

- confirming a quoted price according to the standard price or the contract price (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67;

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buyers can view product information which includes prices; standard price corresponds to non-contract price; reference determines if contract or non-contract item price applies);

- generating a quotation according to the quoted price, transmitting the quotation to the customer, and storing the quotation in the database (Figure 1; column 4, line 47, through column 6, line 10; column 9, lines 26-61; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; column 27, lines 1-12; buyers can view product information which includes prices; item information, such as prices, are stored in system databases);

- a computer-readable medium including encoded logic for management of quotations (Figure 1; column 4, line 47, through column 6, line 10; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; claim 1; buyers can view product information which includes prices; system uses software which runs on a server and must be stored on some sort of computer-readable medium).

As per **Claim 6**, Hare et al. further discloses searching prices of channel products; and storing the standard price in the database (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 25, lines 54-67; column 27, lines 1-12).

As per **Claim 7**, Hare et al. further discloses searching contract information; and calculating an average price of each product according to one or more contract prices of the product, and storing the result in the database (Figure 1; column 4, line 47, through column 6,

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line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 22, lines 33-47; column 25, lines 54-67).

*Conclusion*

12. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a).

Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

13. **Examiner's Note:** Examiner has cited particular portions of the references as applied to the claims above for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that the applicant, in preparing the responses, fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

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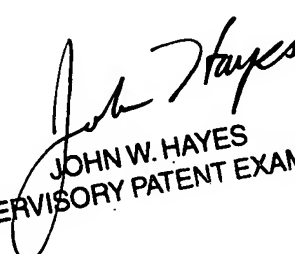
14. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nathan Erb whose telephone number is (571) 272-7606. The examiner can normally be reached on Mondays through Fridays, 8:30 AM to 5 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Hayes can be reached on (571) 272-6708. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Nathan Erb  
Examiner  
Art Unit 3628

nhe

  
JOHN W. HAYES  
SUPERVISORY PATENT EXAMINER